

CONSENT TO USE AND REGISTRATION AGREEMENT

This Agreement (hereinafter, "Agreement"), effective as of the date of the later signature below (the "Effective Date"), is by and between LVPMC, LLC, with a principal place of business at One Embarcadero Center, Suite 4050, San Francisco, CA 94111 ("LVPMC"), and Buck Consultants, LLC, with a principal place of business at One Pennsylvania Plaza, 29th Floor, New York, NY 10119 ("Buck") (together the "Parties").

Recitals

On September 22, 2011, Buck filed Application Serial No. 85/428905 to register the mark LVP in connection with "Financial consultation in the field of pension plans" in Class 36. Buck has claimed a date of first use of at least as early as September 20, 2011 in U.S. commerce in connection with the services identified in Application Serial No. 85/428905.

On December 15, 2011, LVPMC filed Application Serial No. 85/496133 to register LVP in connection with "venture capital advisory services, venture capital financing, venture capital fund management" in Class 36. LVPMC has claimed a date of first use of at least as early as December 11, 2002 in U.S. commerce in connection with the services identified in Application Serial No. 85/496133.

The terms of this Agreement are conditioned upon, and shall only have effect, if the United States Patent and Trademark Office accepts this Agreement and allows LVPMC's Application Serial No. 85/496133 to register. If this Agreement is not accepted by the United States Patent and Trademark Office, it is hereby stipulated that the Parties will work together in good faith to affect the intent of this Agreement.

WHEREAS, in order to avoid confusion and to indicate the consent of each party to the continued use and registration by the Parties of their respective marks, the Parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

The Parties acknowledge that the purpose of this Agreement is to define the rights of the Parties in order to avoid public confusion and any controversy between the Parties. This

Agreement does not constitute a license to either of the Parties to use any mark, nor does it constitute any form of concurrent use agreement.

The Parties, being familiar with the marketplace in which their respective marks are used, believe that the use of their respective marks is not likely to cause any confusion, mistake or deception because:

- a. The respective services are sufficiently different;
- b. The respective trademarks travel through sufficiently different channels of marketing and trade;
- c. The purchasers of the respective services are careful and sophisticated; and
- d. The respective services are marketed and sold to sufficiently different sets of consumers.

The Parties agree to cooperate and consult with one another in good faith should future conditions or developments create a likelihood of confusion arising from use of their respective marks. The Parties further agree to take reasonable steps to avoid confusion that may arise in the future.

LVPMC hereby consents to the use and registration of the LVP by Buck in connection with the services identified in Application Serial No. 85/428905.

As of the Effective Date of this Agreement, Buck hereby agrees to only use the LVP mark in conjunction with low volatility pensions, and only on items clearly branded as Buck Consultants retirement plan consulting services. Buck will not expand use of its LVP mark in connection with any other financial services.

Within ten (10) days of the Effective Date of this Agreement, Buck hereby agrees to amend Application Serial No. 85/428905 with a miscellaneous statement that LVP is an acronym for "Low Volatility Pensions."

Buck hereby consents to the use and registration of the LVP trademark by LVPMC in connection with the services identified in Application Serial No. 85/496133.

Nothing in this Agreement will preclude either party from objecting to any other mark used by the other party.

This Agreement will bind and inure to the benefit of the successors and assigns of the Parties, including without limitation to any assignee of either Parties' mark. The Parties each agree to execute and deliver to the other party any and all reasonably requested consent agreements or other documents that are needed to effectuate the intent of this Agreement. Once this Agreement is executed and provided to one Party, the other Party must provide a signed copy within ten days of receiving the Signed Agreement, or this Agreement is revoked and either Party reserves the right to pursue any and all remedies available.

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter thereof, and supersedes all other agreements, understandings and negotiations, written or oral, between the Parties.

This Agreement may not be modified or amended other than by a written agreement signed by both Parties.

The signature of the Parties or their duly authorized representatives executing this Agreement shall have the same binding effect whether original or reproduced by any means.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date and year first written below.

LVPMC, LLC
(LVPMC)

By: 

Name: PATRICK LATTERELL

Buck Consultants, LLC
(Buck)

By: 

Name: Jeffrey R. Leonard

Title: Manager

Title: Managing Director - US Retirement

Date: 1/30/12

Date: 27-Jun-2012